prietary rights in land, so is it the basis of any proprietary right in the air space.[18] The passage at a high altitude is, then, not a trespass. But there is liability for all interferences with the air effectively possessed.

Although the flight of an airplane will very likely not be held a tort, the common law seems to afford no basis for holding the aviator liable only for negligence. If the burden of absolute liability for injuries to the land tends to check the growth of the airplane industry, we must look to the legislatures for relief. It is to be observed, however, that a duty of due care under the circumstances surrounding travel by airplane is practically as burdensome as absolute liability.

RECENT CASES

ADMIRALTY — MARITIME LIEN — SUPPLIES FURNISHED TO VESSEL — CONSTRUCTION OF STATUTE. — A federal statute provides that any person furnishing supplies to any vessel should have a maritime lien. (ACT, JUNE 23, 1910, c. 373, § 1, 60 STAT. 604.) Pursuant to contract the libellant delivered coal to A's wharf with the understanding that A use a large part for his vessels, and that the libellant have a maritime lien therefor. A did appropriate a large part to various vessels, and the libellant now seeks to enforce a maritime lien against a *bonâ fide* purchaser on each vessel for the amount each vessel had used. *Held*, that no maritime lien had been created, as the coal had not been furnished to any particular vessel, appropriation by the owner being insufficient. *The Walter Adams*, 253 Fed. 20 (C. C. A. 1st Circ.).

Prior to the statute, although there was a conflict, the prevailing view, independent of local statutory provisions, was that no maritime lien was created unless the supplies were put on board, or brought within the immediate presence and control of the officers of the particular ship. *The Vigilancia*, 58 Fed. 698; *The Cimbria*, 156 Fed. 383. See Smith, "New Federal Statute Relating to Liens on Vessels," 24 HARV. L. REV. 182, 200. The statute in the principal case does not define "furnishing . . . to a vessel," and, as the statute is remedial, it should be construed liberally. *Wall* v. *Platt*, 169 Mass. 398, 48 N. E. 272; *Robinson* v. *Harmon*, 157 Mich. 276, 122 N. W. 106. Such interpretation, however, is applied only to the extent of effectuating the purpose of the enactment. *Hudler* v. *Golden*, 36 N. Y. 446, 447. In the present case the apparent purpose was to do away with the existing confusion and conflict. Beyond this it should not be construed, especially as creditors and *bonâ fide* purchasers may be prejudiced. *Vandewater* v. *Mills*, 19 How. (U. S.) 82, 89; *The Cora P. White*, 243 Fed. 246, 248. Accordingly, it seems that the act merely codifies the prior prevailing view which required a delivery to and for a specific vessel. *The Cora P. White, supra; Astor, etc. Co.* v. *White, etc. Co.*, 154 C. C. A. 246, 241 Fed. 57. *Cf. The Yankee*, 147 C. C. A. 593, 233 Fed. 919.

APPEAL AND ERROR — DETERMINATION AND DISPOSITION OF CAUSE — UNAVOIDABLE DESTRUCTION OF RECORD BY FIRE. — A judgment was rendered in the lower court against the defendant, and in due time he filed his appeal. Before he could make out his bill of exceptions based on voluminous evidence and certain exceptions taken during the trial, the courthouse, containing the records and the official stenographer's notes, was destroyed by fire. *Held*, on appeal, that a new trial be granted. *Woods* v. *Bottmos*, 206 S. W. 410 (Mo.).

By the weight of authority, if, without the appellant's fault, the transcript

[18] HAZELTINE, THE LAW OF THE AIR, 74.